

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS & RECREATION

**REQUEST FOR PROPOSAL:
CANOE/KAYAK RENTAL CONCESSION
*RFP #11-67***

Proposal Date Opening: March 17, 2011 at 9:30 a.m.

MARCH 2011

Setti D. Warren, Mayor

**NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
March 3, 2011**

REQUEST FOR PROPOSAL No. 11-67

CANOE/KAYAK RENTAL CONCESSION

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a **Canoe/Kayak Concession & Management Firm** to provide an avenue whereby residents of Newton and other surrounding communities can rent a Canoe/Kayak and explore the upper regions of the Charles River heading South along the river from the public dock at Nahanton Park located at 455 Nahanton Street, Newton, MA 02459.

It is essential that the City retain the services of a management firm with the appropriate background to operate the Newton Canoe/Kayak rental concession so that the residents of Newton will be assured they will be provided equipment that is professionally managed and expertly maintained. The City's evaluation committee shall review, evaluate and rate each Canoe/Kayak Management Firm's technical information on experience working in a public sector, quality of equipment and quantity of equipment available for rental. After this rating has been reviewed and accepted, the City will open price proposals. It is the policy of the City to continually improve the quality of service being offered at an affordable price to its patrons. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the Canoe/Kayak Management Firm the City determines most advantageous. The City is looking for proposals that will allow the operator to continually meet these goals and improve the quality of service being offered to the public. The RFP process will enable the City to provide higher ratings to management firms whose experience in public and private Canoe/Kayak management operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public and private Canoe/Kayak rental concessions.

The proposal offering to pay the highest percentage of gross revenues may not necessarily be the most advantageous proposal with respect to the above qualities.

II. PURPOSE

The City of Newton, (hereinafter, "The City") through its Parks & Recreation Department is soliciting the services of interested and qualified Canoe/Kayak rental operators to set up, manage and maintain a concession of Canoe/Kayak rentals at Nahanton Park on the Charles River at no cost to the City except utilities. The services to be provided include the following: manage, maintain, and operate the Canoe/Kayak rental concession in accordance with a formal management agreement.

The services to be provided include but are not limited to the following: advertising, registration, maintaining web site for purposes of information and availability

III. SCHEDULE

Key Dates for This Proposal:

RFP Released:	March 3, 2011 at 10:00 a.m.
Question(s) Submittal:	March 10, 2011 at noon p.m. (purchasing@newtonma.gov)
Question(s) Answered:	March 14, 2011 at 9:30 a.m.
Proposal Submittal:	March 17, 2011 at 9:30 a.m.

IV. BACKGROUND

The Canoe/Kayak dock is located on the Charles River at Nahanton Park located on 455 Nahanton Street in Newton. There is one public Canoe/Kayak dock, parking for approximately 12 vehicles and a small storage area close to the water. There is also potential for additional parking in the upper level.

V. CURRENT SITUATION

Nahanton Park and its public dock are under the jurisdiction of the Newton Parks and Recreation Commissioner. The DCR permits the floating dock on the Charles River.

VI. INSTRUCTIONS TO CANOE/KAYAK MANAGEMENT FIRMS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459, no later than **9:30 a.m., March 17, 2011.**

FAXED PROPOSALS WILL NOT BE ACCEPTED.

- B. **SUBMISSION OF PROPOSAL**

One original and 3 Copies of the TECHNICAL AND **one original (no copies)** of the PRICE PROPOSALS MUST BE SUBMITTED IN **SEPARATE SEALED** ENVELOPES, PLAINLY MARKED:

“TECHNICAL PROPOSAL - RFP # CANOE/KAYAK RENTAL CONCESSION
AND

“PRICE PROPOSAL - RFP # CANOE/KAYAK RENTAL CONCESSION

ALONG WITH YOUR COMPANY’S NAME ON BOTH ENVELOPES.

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL WILL BE DISQUALIFIED.

- C. **QUESTIONS:** Inquiries involving procedural or technical matters should be directed in writing to:

Rositha Durham, *Chief Procurement Officer*
Purchasing Department
City of Newton
1000 Commonwealth Avenue
Newton Centre, MA 02459
FAX (617) 796-1227
E-mail: purchasing@newtonma.gov

Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. If you have downloaded the Request for Proposal from the internet, you must make your company known to the City of Newton Purchasing Dept. by emailing or faxing your company’s: name, address, phone and fax number and include the RFP NUMBER (#) you would like to be recorded as taking. It is the contractors sole responsibility to ensure that they have received all addenda’s prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the Request for Proposals where Contract Documents are on file in addition to the City’s website www.ci.newton.ma.us/bids.

All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals. Technical proposals must acknowledge addendum on the first/Transmittal page. Price proposals shall have a line for proposers to acknowledge each addendum.

- D. EXAMINATION OF DOCUMENTS:** Each Canoe/Kayak Management Firm shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Canoe/Kayak Management Firm shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. PRE-PROPOSAL CONFERENCE:** None
- F. PROPOSAL ACCEPTANCE AND REJECTION.** The City will give notice of the acceptance of the proposal to the successful Canoe/Kayak Management Firm by mailing USPS an award letter to the Canoe/Kayak Management Firm's address stated in the proposal. The successful Canoe/Kayak Management Firm shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Canoe/Kayak Management Firm fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any Canoe/Kayak Management Firm to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Canoe/Kayak Management Firm if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each "Out-of-State" Canoe/Kayak Management Firm shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.
- G. PRICE PROPOSAL.** The amount to be paid to the City shall consist of a minimum amount of \$5,000 for the first year or a percentage of all gross revenues from the operation of the Canoe/Kayak Rental Concession and outings, whichever is greater. Canoe/Kayak Management Firms shall use Attachment A to this RFP in submitting the price proposal. Year two shall be a minimum of \$5,500 and year 3 of this contract shall be a minimum of \$6,000.
- H. TECHNICAL PROPOSAL.** The technical proposal shall consist of documentation that the Canoe/Kayak Management Firm satisfies the minimum criteria as set forth in this document. Canoe/Kayak Management Firm's response to the evaluative criteria as set forth in this document
- I. ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- J. PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Canoe/Kayak Management Firm and shall not be chargeable in any manner to the City of Newton.
- K. CONTRACT AND TERM.** After selection of the successful proposal, the successful Canoe/Kayak Management Firm and the City shall execute a written contract containing the terms of this RFP and the successful Canoe/Kayak Management Firm's response, together with any changes to the service plan negotiated by the parties. Such contract shall not take effect until signed by both parties and approved by the Mayor of the City of Newton. **The term of the contract shall extend from day of execution of contract through October 31, 2011. There will be two (2) one-year renewal options available through October 31, 2013, at the sole discretion and approval by the City.** The provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the management firm and the City.
- L. METHOD OF PAYMENT.** Management firm shall be required to remit 50% of the minimum guarantee at the time of contract execution each year of the contract. The check shall be made payable to the City of Newton and submitted to the manager assigned by the department for deposit into the proper city accounts. Then upon the first working day of each month of the contract the contractor shall remit 1/5th of the remaining balance of the minimum guarantee until paid in full by October 1 of each contract year to the supervisor assigned by the Commissioner of Parks and Recreation to oversee the program. Upon conclusion of each season and before November 15th the contractor shall submit a complete certified accounting of revenues to the parks and recreation Commissioner/designee and final payment of any balance that exceeds the minimum guarantee up to the amount of the percentage associated with this contract.

- M. **INSURANCE REQUIREMENTS** - The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.
- N. **UTILITIES.** All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the Canoe/Kayak Rental Concession, will be borne by the City.
- O. **MATERIALS AND SUPPLIES.** Management Firm is required to supply all materials necessary to maintain the Canoe/Kayak dock.
- P. **CANOE/KAYAK RENTAL FEES AND CHARGES.** Permit fees and daily fees must be approved by the Newton Parks & Recreation Commissioner. The management firm must present their fee proposal to the Commissioner prior to April 1 of each year of the agreement for the forthcoming season. The Commissioner has final authority to establish all fees for the forthcoming season and for each year of the agreement.
- Q. **PROGRAM FEES AND CHARGES.** Fees charged for Canoe/Kayak rentals and outings and shall have the prior approval of the Commissioner of Parks and Recreation prior to any publication of such fees.
- R. **BOOKS AND RECORDS-** The Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the City and shall permit inspection of said books and records by the City as often as deemed necessary in the opinion of the City. Upon request by the City, the Management Firm shall also provide monthly financial reports on the operation of the Newton Canoe/Kayak Rental Concession, rentals and outings in a form satisfactory to the City.
- S. **PERFORMANCE BOND.** Management firm will, at or before the execution of the resulting agreement, furnish to the City an acceptable corporate surety bond in the penal sum of two thousand five hundred dollars (\$2,500.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.
- T. **FORCE MAJEURE.** Neither the City nor the management firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- U. **TERMINATION** Management Firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- V. **NON-DISCRIMINATION/EQUAL OPPORTUNITY.** Management firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City of Newton facilities.
- W. **ASSIGNMENT.** Management firm shall not assign or subcontract any portion of the operation without prior written approval from the City.
- X. **INDEPENDENT CONTRACTOR.** Management firm and its employees will operate as an independent contractor and are not considered to be City of Newton employees.
- Y. **NOISE ORDINANCE.** The City of Newton has a noise ordinance in effect that restricts the Management Firm from running motorized equipment before the hours of 7:00 a.m. weekdays and 9:00 a.m. on weekends and holidays and after dusk any day of the week.

SCOPE OF SERVICES

I. CANOE/KAYAK PROGRAM

A. Objectives

1. Provide a high-quality service and affordable Canoe/Kayak rental program for the City.
2. Expand the numbers of community members participating and gaining enjoyment from the Charles River.

B. Responsibilities

1. Set up, supervise and maintain a qualified Canoe/Kayak teaching staff capable of running a large Canoe/Kayak operation.
2. Promote Safe Canoe/Kayak use in Newton.
3. Create new Canoe/Kayak programs for the City of Newton.
4. Administer the rentals and group outings.
5. Work smoothly with a wide variety of City departments, officials and employees.
6. Safety - The management firm is not to leave the premises until all rentals have returned for the day.

II. CANOE/KAYAK MANAGEMENT

- A. Hours and Days of Operation.** The primary operating period shall be starting site preparation May 1st to May 15th of each year of the agreement. Pre season May 15 – Memorial Day, regular season is the day after Memorial Day to September 30 and post season October 1 to October 31. Daily, 1:30 PM to dusk Monday through Friday, Saturday and Sunday 9AM to dusk weather permitting. The Canoe/Kayak dock may be operated earlier than May 15 and later than November 1, provided that the management firm can justify that use during these periods is not going to be detrimental to the city. Changes to the operating schedule can be made only with the written approval of the City. There will be times (Monday through Friday from 9 AM to 1:30 PM prior to July 5 and after August 12) that will be available to the Canoe/Kayak Management Firm to operate as early as 9AM with prior approval of the Commissioner of Parks and Recreation or his designee.
- B. Maintenance.** Management firm will accept all properties, facilities, and equipment “as is” in their presently existing condition. Management firm shall, at its own expense, maintain the Canoe/Kayak dock, bearing the start-up and closing costs as well as on going dock maintenance throughout the season. It is further understood that management firm will provide the City a monthly management report consisting of attendance and rentals, income of permit sales, maintenance undertaken, and other minor repairs that may have been performed. Any major repairs to the docking system, will be not be made without the prior consent of the City. Routine repairs for purposes of public safety may be made immediately.
- C. Minimum Staffing.** It is the intent of the City to have a qualified individual who is associated with the management firm and will serve as the on-site manager of the Nahanton Park Canoe/Kayak Rental Concession. Such individual must have full authority to act for the management firm and bind the Management Firm in all respects with regard to the operation of the Nahanton Park Canoe/Kayak rental Concession. All Management Firm personnel shall wear staff shirts when on duty identifying them as a management firm employee.

III. REPORTING RELATIONSHIP

- A. The Canoe/Kayak Management Firm reports directly to the Parks and Recreation Commissioner or his Designee.
- B. All activities and other programs must be approved on a case by case basis by the Parks and Recreation Commissioner prior to advertising any additional programs.
- C. The Canoe/Kayak Management Firm is primarily responsible for taking in registration forms and creating program rosters. All registration forms will be collected by the Canoe/Kayak Management Firm, and turned over to the Parks & Recreation Department.
- D. The Parks and Recreation administrative staff will assist the Canoe/Kayak Management Firm with the aforementioned administrative tasks on occasion. This help will be granted or denied at the discretion of a Parks and Recreation Manager. The administrative responsibility ultimately remains that of the Canoe/Kayak Management Firm.
- E. The administrative staff will respond to phone calls that come into the department to the best of their ability. The Canoe/Kayak Management Firm will provide scheduling and other basic information to the administrative staff for this purpose.

IV. FINANCIAL RELATIONSHIP

- A. All rentals will have a pre-numbered carbonless receipt copy filled out by the customer renting the equipment from the Canoe/Kayak rental Management Firm. This form will include a waiver of liability for the City, the cost of the rental and method of payment (cash/check/credit card), and signature of the renters. No credit card information is to be on this receipt.
- B. The city shall keep copies of these rental slips for reconciliation purposes.
- C. The Canoe/Kayak Management Firm will be responsible for all expenses associated with the Canoe/Kayak program inclusive of staff, advertising, registrations and all other program expenses.
- D. Promotional, marketing, sales and equipment expenses will be borne by the Canoe/Kayak Management Firm, with the exception of circumstances that have prior approval of the Parks & Recreation Commissioner.

V. LOCATION

- A. The Canoe/Kayak Management Firm will provide his/her own office space, but will be allowed to work in the Nahanton Park Nature Center when necessary.
- B. A storage shed for purposes of office space close to the operations may be granted installation with prior approval of the Commissioner of Parks and Recreation and any other offices he deems necessary.

MINIMUM CRITERIA

All Canoe/Kayak Management Firms must meet the following minimum criteria in order to be considered for further evaluation:

A. EQUIPMENT

- 1. The Canoe/Kayak Management Firm must provide proof of ownership and availability of a minimum 25 canoes and 25 kayaks dedicated to the Nahanton Park site.
- 2. The Canoe/Kayak Management Firm must provide proof of ownership and availability of personal floatation devices for all participants regardless of size for each Canoe/Kayak that is rented.
- 3. The Canoe/Kayak Management Firm must provide proof of computerized financial record keeping either with a custom point of sale or a laptop using excel software.

B. STAFF EXPERIENCE

- 1. Three (3) years' experience by the Canoe/Kayak Management Firm, managing five (5) public or private Canoe/Kayak rentals, preferably in the public sector.
- 2. Three (3) years' Management experience by the individual that will manage the staff and maintenance routine of the Newton Canoe/Kayak rental Concession.
- 3. The on site manager must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the Newton Canoe/Kayak rental Concession.
- 4. The on site manager will need to be equipped with a cell phone for their use. Use of recreation department phone for other than emergency purposes is prohibited.
- 5. The Canoe/Kayak Management Firm shall have minimum staffing levels of 1 manager and 1 staff person to assist renters with proper technique at dockside and to collect revenues in accordance with the prescribed procedures.

C. QUALIFICATIONS AND CERTIFICATIONS

- 1. Canoe/Kayak Manager must be a certified member of the ACA (American Canoe/Kayak Association) and listed in the SEIC Registry (Safety Education Instruction Council)
- 2. Canoe/Kayak Management Firm must provide a copy of their current ACA certification.
- 3. Canoe/Kayak Management Firm has directed staff of ten or more Canoe/Kayak instructors for a minimum of five years.
- 4. Canoe/Kayak Manager has received training specifically geared toward teaching Canoe/Kayak in public recreation environments. Evidence of training by an employer who runs public recreation programs or evidence of attending ACA workshops on the subject are some, but not the only examples that a Canoe/Kayak Management Firm may present.
- 5. Canoe/Kayak Management Firm demonstrates a track record of success directing a municipal Canoe/Kayak program which enrolls at least five hundred (500) different renters per year.

6. Canoe/Kayak Management Firm is fully versed and currently employing an electronic (computerized) registration system to handle all registration.
7. Canoe/Kayak Management Firm maintains current web site for informational purposes inclusive of specific information related to cancellations due to weather and equipment availability for all rentals for the program period.
8. Canoe/Kayak Management Firm has directed a municipal Canoe/Kayak concession in the Commonwealth and is familiar with DCR requirements for operating on the Charles River.
9. Canoe/Kayak Management Firm must provide complete resume of history of firm and all its principals, including the most recent contracts within the past year.
10. Canoe/Kayak Management Firm has (5) five years experience managing River Outings.

COMPARATIVE CRITERIA

Proposals shall be evaluated based on the following criteria:

A. CANOE/KAYAK CONCESSION MANAGEMENT

1. The ability of management firm to manage, maintain and operate public Canoe/Kayak dock

Highly Advantageous - More than three (3) years' actual on-site experience by all the management employees of the management firm, at five (5) or more public or private Canoe/Kayak rental programs, if public, which sites generated income for the community while remaining affordable for the public, if private, which sites generated income for the enterprise while maintaining prices that fell within industry standards.

Advantageous - Three (3) years actual on-site experience by one or more of the management employees of the management firm, at five (5) or more public or private Canoe/Kayak rental program, if public, which sites generated income for the community while remaining affordable for the public, if private, which sites generated income for the enterprise while maintaining prices that fell within industry standards.

Not Advantageous - Less than three (3) year (complete outdoor Canoe/Kayak season) actual on-site experience by management employees of the management firm; or experience involving operation of Canoe/Kayak rental concession which failed to generate income.

Unacceptable - No experience in the management, maintenance or operation of public or private Canoe/Kayak concession.

2. Management firm's plan to provide required maintenance at the Nahanton Park Canoe/Kayak concession that would make available access to the Charles River easier for the public and the Canoe/Kayak renters.

Highly Advantageous - Submission of a plan for maintenance at the Canoe/Kayak dock that would not require an increase in fees or require any funding from the City.

Advantageous - Submission of a plan for maintenance at the Canoe/Kayak dock that would require an increase in fees and not require any additional funding from the City.

Not Advantageous - Submission of a plan for maintenance at the Canoe/Kayak dock that would require an increase in fees and would require additional funding from the City.

Unacceptable - No maintenance plan submitted.

3. Management firm's plan to provide additional incentives to increase the amount of use by Newton residents, by youth and seniors and to increase community spirit and public awareness of the Canoe/Kayak dock as a community resource.

Highly Advantageous - A plan which sets forth at least three (3) specific incentives which will be offered by the management firm. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the Canoe/Kayak rentals as a community resource. Such plan would involve no cost to the City.

Advantageous - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are tentative and not in keeping with the character of the Canoe/Kayak as a community resource. Such plan would involve no cost to the City.

Unacceptable - No plan; a plan which involves cost to the City; a plan which sets forth incentives which are Tentative or which are not in keeping with the character of the Canoe/Kayak as a community resource.

4. **Accountability of Revenues. The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the Canoe/Kayak rental Concession.**

Highly Advantageous - A plan which specifically details an accurate method for recording and accounting for revenues that are taken in as part of the Canoe/Kayak rental Concession; and includes a comprehensive report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the person who would be submitting this information to the City.

Advantageous – A plan which generally describes an accurate method for recording and accounting for revenues that are taken in as part of the Canoe/Kayak rental Concession; and includes a report describing the manner in which these revenues are reported to the City and how the amounts can be verified by the City; and identifies the staff position who would be submitting this information to the City.

Unacceptable - A poor or no plan submitted; or does not sufficiently describe an accurate method for accounting for the revenues in as part of the Canoe/Kayak rental Concession; or does not have a method for the City to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the City.

B. CANOE/KAYAK RENTALS AND OUTINGS PROGRAM

1. Teaching and Directing Staff

The extent of the Canoe/Kayak Management Firm's personal, recent, direct experience teaching and supervising municipal Canoe/Kayak rental concessions.

--*Highly Advantageous:* Canoe/Kayak Management Firm has been personally supervising municipal Canoe/Kayak rental's steadily for at least the past five years up to the present day.

--*Advantageous:* Canoe/Kayak Management Firm has been personally on site supervising municipal Canoe/Kayak rentals steadily for at least the past three years up to the present day.

--*Not Advantageous:* Canoe/Kayak Management Firm has not been personally on site supervising municipal Canoe/Kayak rentals steadily during the past three years.

2. Promotions and Marketing

The extent of Canoe/Kayak Management Firm's experiences promoting a municipal Canoe/Kayak rental program and/or a community Canoe/Kayak association by marketing directly to the public via an advertising campaign.*

--*Highly Advantageous.* Canoe/Kayak Management Firm has at least five years experience.

--*Advantageous.* Canoe/Kayak Management Firm has at least three years experience.

--*Not Advantageous.* Canoe/Kayak Management Firm does not have at least three years experience.

*Note: Canoe/Kayak Management Firm is required to submit two paragraphs explaining how his/her promotion program worked and what success it achieved. Also required are samples of materials used in marketing campaign and evidence of numbers of years campaign was run.

3. The extent of experience promoting a municipal Canoe/Kayak program and/or a community Canoe/Kayak association through a mail marketing campaign.*

--*Highly Advantageous.* Canoe/Kayak Management Firm has at least five years experience.

--*Advantageous.* Canoe/Kayak Management Firm has at least three years experience.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years experience.

*Note: Canoe/Kayak Management Firm is required to submit materials used in municipal Canoe/Kayak program and/or community Canoe/Kayak program mail marketing campaign, including evidence of the years campaign was run.

4. The extent of experience promoting a municipal Canoe/Kayak program and/or a community Canoe/Kayak association through print media.*

--*Highly Advantageous*. Canoe/Kayak Management Firm has at least five years experience.

--*Advantageous*. Canoe/Kayak Management Firm has at least three years experience.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years experience.

*Note: Canoe/Kayak Management Firm is required to submit evidence used in print media campaign to substantiate claim of experience.

5. The extent of experience promoting a municipal Canoe/Kayak program through the internet.

--*Highly Advantageous*. Canoe/Kayak Management Firm maintains an Internet site for a municipal Canoe/Kayak rentals and outings program.

--*Advantageous*. Canoe/Kayak Management Firm maintains an internet site to market a non-municipal program, product or service other than Canoe/Kayak.

--*Not Advantageous*. Canoe/Kayak Management Firm does not use the internet to market a product or service.

C. Total Leadership of a Canoe/Kayak Program serving a population in excess of 60,000

1. The extent of Canoe/Kayak Management Firm's experience directing, promoting and administering a Canoe/Kayak program for a population in excess of 60,000

--*Highly Advantageous*. Canoe/Kayak Management Firm has at least five years experience in a municipality with a population of 60,000 or more.

--*Advantageous*. Canoe/Kayak Management Firm has at least three years experience in a municipality with a population of 30,000 or more.

--*Not Advantageous*. Canoe/Kayak Management Firm does not have at least three years experience in a municipality with a population of 30,000 or less.

D. CANOE/KAYAK OUTINGS

1. The ability of the management firm to organize, promote and conduct Canoe/Kayak outings.

Highly Advantageous – Canoe/Kayak Management Firm has more than five (5) years experience managing Canoe/Kayak outings.

Advantageous – Canoe/Kayak Management Firm has three (3) to five (5) years experience managing Canoe/Kayak outings.

Not Advantageous – Canoe/Kayak Management Firm has less than three (3) years experience managing Canoe/Kayak outings.

Unacceptable - Canoe/Kayak Management Firm has no experience managing Canoe/Kayak outings.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the Canoe/Kayak Management Firm offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term “qualified, responsible and eligible Canoe/Kayak Management Firm” shall be defined as a Canoe/Kayak Management Firm who has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A thorough reference check will be performed by Parks and Recreation Staff to determine the qualifications and past history of Canoe/Kayak management firms previous contract(s) of comparable size.

In evaluating Proposals, the City will consider the qualifications of only those Canoe/Kayak Management Firms whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the reference check of such Canoe/Kayak Management Firm fails to satisfy the City that the Canoe/Kayak Management Firm is properly qualified to carry out the obligations of the contract.

PROPOSAL SUBMISSION REQUIREMENTS

1. **Technical Proposal.** Management firm's technical proposal shall be signed by a duly authorized representative of the Canoe/Kayak Management Firm and submitted on **Attachment B** and shall include but not be limited to the narrative descriptions outlined on the sheet entitled Technical Proposal - Minimum Criteria
2. **Attachment B** and the narrative descriptions shall be placed in a separate sealed envelope marked **"RFP # - Technical Proposal - Nahanton Park Canoe/Kayak Concession Services."**
3. **Price Proposal.** Management firm's fee (percentage of gross income) to be paid to the City shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the Canoe/Kayak Management Firm and **placed in a separate sealed envelope marked " RFP # Price Proposal – Nahanton Park Canoe/Kayak Rental Concession "**

END OF SECTION

Attachment A

Price Bid Proposal

Price Proposal – RFP #11-67 - Canoe/Kayak Rental Concession

Nahanton Park Canoe/Kayak Rental Concession

This form must be completed and placed in a **separate** sealed envelope marked

Name of Firm or Individual Submitting Proposal: _____
(Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addendum: _____, _____, _____, _____, _____,

Above Bidder Proposes to Pay to the City of Newton, % (_____ Percent) of the gross revenue from the Canoe/Kayak rentals and outings. In the event that the percentage as bid is less than \$5,000 annually, the bidder agrees to pay no less than \$5,000 the first year of the contract, \$5,500 the second year and \$6,000 the third year.

Signature of Canoe/Kayak Management Firm: _____

Name of Canoe/Kayak Management Firm: _____

Date: _____

END OF SECTION

Attachment B

Technical Proposal

Price Proposal – RFP #11-67 - Canoe/Kayak Rental Concession

Nahanton Park Canoe/Kayak Rental Concession

This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked
Technical Proposal - Canoe/Kayak rental Concession

Name of Firm or Individual Submitting Proposal: _____
(Please Print Clearly)

Address: _____

Telephone / FAX #: _____

E-mail Address: _____

Proposer acknowledges the following Addendum: _____, _____, _____, _____, _____,

Signature of Canoe/Kayak Management Firm: _____
(Title) _____

Name of Canoe/Kayak Management Firm: _____

Date: _____

A. TECHNICAL PROPOSAL - MINIMUM CRITERIA

Any Canoe/Kayak Management Firm submitting a proposal must satisfy the following criteria in order for its proposal to be considered. Accordingly, Canoe/Kayak Management Firms must supply information showing the following:

1. Three (3) years experience or its equivalent by the management firm managing five (5) public or private Canoe/Kayak Rental Concession and outings.

List Name of Canoe/Kayak Rental Concession, # Years Managed, Location and Professional Reference's to contact.

2. Three (3) years experience or its equivalent by the Canoe/Kayak Management Firm maintaining docks.

List Name of Canoe/Kayak Rental Concession , # Years Maintained, Location and Professional Reference's to contact.

(Attach proposed maintenance plan, including start-up, on-going maintenance and shutdown).

3. Provide a set of rules and regulations as well as pricing structure for the Canoe/Kayak rental Concession at Nahanton Park. This must be provided to Parks and Recreation Commissioner and receive their approval prior to any use on site.
4. Plan to provide additional incentives to increase the amount of use by Newton residents, by youth and seniors and to increase community spirit and public awareness of the Canoe/Kayak dock as a community resource.

(Attach plan that specifies the actions and programs that will be undertaken to provide for incentives that will allow continued growth Canoe/Kayak rentals and outings.)

5. Detailed description of the method to be used to ensure the accountability for all revenues generated at the Canoe/Kayak concession .

(Attach description should show in detail how the revenues will be collected and recorded. The method in which these revenues are reported to the City and how the amounts can be verified by the City.)

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal and are only provided here to demonstrate the type of forms the city will use when executing the final contract with the successful bidder.

CITY - CONTRACTOR AGREEMENT
FOR
CANOE/KAYAK RENTAL CONCESSION

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Commissioner of Parks and Recreation but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of **Canoe/Kayak rental Concession** with respect to its Canoe/Kayak Programs; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. 11-67, dated March 17, 2011, issued by Rositha Durham, Chief Procurement Officer (hereinafter "Request for Proposals");

--Technical and Price Proposal of _____, each dated _____, 2011 and signed by _____, (hereinafter, "Contractor's Proposal");

2. Scope of Work

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The Commissioner of the Parks and Recreation Department shall designate a contact person from his staff to work with the Contractor. The Contractor shall have the use of the Nahanton Park Canoe/Kayak Dock, 455 Nahanton Street Newton, MA 02459

3. Term of Agreement

The term of the contract **shall extend from day of execution of contract through October 31, 2011**. There will be two (2) one-year renewal options available through October 31, 2013, at the sole discretion and approval by the City.

4. Payment procedures

Canoe/Kayak Management Firm shall be required to remit 50% of the minimum guarantee at the time of contract execution each year of the contract check made payable to the City of Newton and submitted to the manager assigned by the department for deposit into the proper city accounts. Then upon the first working day of each month of the contract the contractor shall remit 1/5th of the remaining balance of the minimum guarantee until paid in full by October 1 of each contract year to the supervisor assigned by the Commissioner of Parks and Recreation to oversee the program. Upon conclusion of each season and before November 15th the contractor shall submit a complete certified accounting of revenues to the parks and recreation Commissioner/designee and final payment of any balance that exceeds the minimum guarantee up to the amount of the percentage associated with this contact.

5. Reporting procedures

Prior to instituting any rentals and outings or other programs or events associated with the Canoe/Kayak Program, the contractor is required to receive approval from the Commissioner of Parks & Recreation or his designee.

All fee structures associated with the Canoe/Kayak Management Firm and Maintenance Program are to be approved by the Commissioner of Parks & Recreation or his designee prior to implementation.

At the end of each month of the contract, the contractor will be required to submit an accounting to the Commissioner of Parks & Recreation.

6. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of his employees and agents hereunder and agrees that he will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

7. Insurance

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

10. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

CONTRACTOR

By _____

Title _____

Date _____

(Affix Corporate Seal Here)

No City monies are obligated by
this contract.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

*Rositha Durham,
Chief Procurement Officer*

Date _____

By _____

*Robert J. DeRubeis,
Commissioner of Parks & Recreation*

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **proposal.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 20____, for the construction of _____

(Project Title)
in Newton, Massachusetts.

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____